

ORDINANCE NO. _____, SERIES 2007

AN ORDINANCE AUTHORIZING AN AMENDED AND RESTATED TRUST INDENTURE AND AMENDED AND RESTATED LOAN AGREEMENT IN CONNECTION WITH THE \$14,285,000 COUNTY OF JEFFERSON, KENTUCKY FIRST MORTGAGE REVENUE BONDS, SERIES 1994 (THE CHRISTIAN CHURCH HOMES OF KENTUCKY PROJECT); AND AUTHORIZING OTHER NECESSARY DOCUMENTS, RELEASES AND TERMINATIONS IN CONNECTION THEREWITH.

Sponsored By: Councilman David Tandy

WHEREAS, the Louisville/Jefferson County Metro Government (the “Issuer”), by virtue of the laws of the Commonwealth of Kentucky, including the provisions of Sections 154.20-010 to 154.20-180, inclusive, and 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes, as amended (collectively, the “Act”), is authorized and empowered among other things to issue its revenue bonds to defray the costs of financing health care and health related facilities and long-term care facilities including housing for the aged or the infirm as defined in the Act; and

WHEREAS, the Issuer was previously requested by Christian Care Communities, Inc., formerly known as The Christian Church Homes of Kentucky, Inc. (the “Corporation”), and certain of its affiliates pursuant to the Act, and the Issuer agreed to issue bonds for the purpose of (i) financing and refinancing the costs of certain acquisition, renovation, construction and equipping of capital improvements at various facilities of the Corporation and such affiliates in the Commonwealth of Kentucky (collectively, the “Project”), and (iii) paying for the cost of issuance and funding a debt service reserve fund for such bonds and paying certain other costs associated with the issuance of such bonds; and

WHEREAS, the Issuer, pursuant to such request, authorized and issued, pursuant to the Act and the Trust Indenture dated as of February 1, 1994 (the “Original Indenture”), between the Issuer and PNC Bank, Kentucky, Inc., as the predecessor trustee, its \$14,285,000 First Mortgage Revenue Bonds, Series 1994 (The Christian Church Homes of Kentucky Project) (the “Series 1994 Bonds”); and

WHEREAS, the Issuer contracted for the sale and delivery of the Series 1994 Bonds and for the loan of the proceeds from the sale of the Series 1994 Bonds to the Corporation and its affiliates pursuant to a Loan Agreement, Mortgage and Security Agreement dated as of February 1, 1994 (the “Original Loan Agreement”) between the Corporation and such affiliates, as Mortgagor and the Issuer, as Mortgagee; and

WHEREAS, the Corporation desires to reorganize its financing documents and modernize its financial covenants and obligations through the delivery of a master trust indenture, and the Issuer and the Trustee have agreed to amend and restate the Original Indenture and the Original Loan Agreement in order to permit such delivery of a master trust indenture. Pursuant thereto, the Corporation has executed and delivered the Master Trust Indenture dated as of October 1, 2007, as supplemented (the “Master Indenture”), among the Corporation, The Broadhurst Group, Inc. and U.S. Bank National Association, as Master Trustee, and has

represented that the Series 1994 Bonds will constitute “Related Bonds” under the Master Indenture; and

WHEREAS, the Corporation has represented to this Legislative Council (the “Issuing Authority”) that the execution and delivery of a Trust Indenture (Amended and Restated) dated as of October 1, 2007 (the “Indenture”), which amends and restates the Original Trust Indenture, and a Loan Agreement (Amended and Restated) dated as of October 1, 2007 (the “Loan Agreement”), which amends and restates the Original Loan Agreement, will be a furtherance of the charitable purpose of the Corporation in providing health care and related services; and

WHEREAS, prior to the delivery of the Indenture and the Loan Agreement, the Corporation shall obtain the consent of the holders of the Series 1994 Bonds.

BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE “COUNCIL”), AS FOLLOWS:

Section 1. Definitions. All defined terms used herein and those not otherwise defined herein shall have the respective meanings given to them in Indenture and Loan Agreement.

Any reference herein to the Issuer or the Issuing Authority, or to any officers or members thereof, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms “hereof,” “hereby,” “hereto,” “hereunder,” and similar terms, mean this Ordinance.

Section 2. Determinations of Issuer. Pursuant to the Act, this Issuing Authority hereby finds and determines that the Project and the delivery of the Indenture and the Loan Agreement will be in furtherance of the charitable purpose of the Corporation in providing health care and related services pursuant to the Act and is consistent with the provisions of the Act.

Section 3. Authorization of Indenture, Loan Agreement, and All Other Documents to be Executed by the Issuer. The Mayor and Clerk are authorized and directed to execute, acknowledge and deliver in the name and on behalf of the Issuer, the Indenture and the Loan Agreement, in substantially the forms submitted to the Issuer and attached hereto as ***Exhibits A and B***, which are hereby approved, with such changes therein not inconsistent with this Ordinance and not substantially adverse to the Issuer as may be permitted by the Act and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers, and that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such Indenture and Loan Agreement, by such officers.

The Mayor and Clerk are each hereby separately authorized to take any and all actions and to execute such financing statements, assignments, terminations, releases, certificates and other instruments that may be necessary or appropriate in the opinion of Peck, Shaffer &

Williams LLP, as Bond Counsel, in order to effect the execution of the Indenture and Loan Agreement and the intent of this Ordinance. The Clerk, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the execution of the foregoing.

Section 4. Covenants of Issuer. In addition to other covenants of the Issuer in this Ordinance, the Issuer further covenants and agrees as follows:

(a) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Indenture and Loan Agreement, in any document executed in connection therewith and in all proceedings of the Issuer pertaining thereto. The Issuer warrants and covenants that it is, and upon execution of the Indenture and Loan Agreement will be duly authorized by the laws of the Commonwealth of Kentucky, including particularly and without limitation the Act, to execute the Indenture and Loan Agreement, and all other documents to be executed by it; that all actions on its part for the execution and delivery of the Indenture, Loan Agreement, and all other documents to be executed by it in connection therewith, have been or will be duly and effectively taken. Each provision of the Ordinance, the Indenture, Loan Agreement, and all other documents to be executed by the Issuer, is binding upon each officer of the Issuer as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision.

Section 5. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Ordinance, the Indenture, Loan Agreement, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any 1994 Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the 1994 Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any 1994 Bond, or otherwise, of any sum that may remain due and unpaid upon any 1994 Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Indenture and Loan Agreement.

Section 6. No Debt or Tax Pledge. **THE SERIES 1994 BONDS ARE SPECIAL OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES, RECEIPTS, AND OTHER RESOURCES PLEDGED UNDER THE INDENTURE. THE SERIES 1994 BONDS DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION, OR A LOAN OF THE CREDIT OF THE ISSUER, THE COMMONWEALTH OF KENTUCKY, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE COMMONWEALTH. NEITHER THE FAITH AND CREDIT NOR THE TAXING**

POWER OF THE ISSUER, THE COMMONWEALTH, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED OR COMMITTED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 1994 BONDS. THE SERIES 1994 BONDS DO NOT CREATE A MORAL OBLIGATION ON THE PART OF ANY OF THOSE GOVERNMENTAL ENTITIES WITH RESPECT TO PAYMENT OF THE SERIES 1994 BONDS.

Section 7. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. Open Meetings Law. This Issuing Authority hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this Issuing Authority, and that all deliberations of this Issuing Authority and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its enactment and publication of a summary hereof, as provided by law.

This Ordinance was given first reading at a duly convened meeting of the Legislative Council of the Louisville/Jefferson County Metro Government, held on the 13th day of September, 2007, and given second reading approval and enacted at a duly convened meeting of the Legislative Council held on the 27th day of September, 2007.

Jerry Abramson
Mayor

Rick Blackwell
President of the Council

Date

Approved:

Kathleen J. Herron, Clerk

Date

APPROVED AS TO FORM AND LEGALITY

Irv Maze

Jefferson County Attorney

By: James T. Carey

Assistant County Attorney

CERTIFICATE OF THE CLERK

I, Kathleen J. Herron, Metro Council Clerk, hereby certify that I am the duly qualified and acting Metro Council Clerk of the Louisville/Jefferson County Metro Government, that the foregoing Ordinance is a true copy of said Ordinance duly enacted by the Metro Council of said Metro Government, signed by the Mayor and President of the Council of said Metro Government, and attested under seal by me as Metro Council Clerk of the Metro Government, at a properly convened term and session of said Metro Council held on September 27, 2007 as shown by the official records in my custody and under my control; that attached hereto are true copies of the documents approved therein, and that copies of such documents have also been duly filed and recorded in the official records of the Metro Government.

IN WITNESS WHEREOF, I have hereunder set my hand as Metro Council Clerk of the Louisville/Jefferson County Metro Government and the seal of the Metro Government this ____ day of September, 2007.

Kathleen J. Herron, Clerk

[SEAL]

EXHIBIT A
FORM OF INDENTURE

EXHIBIT B

FORM OF LOAN AGREEMENT